

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 01 2003

PUBLIC SERVICE
COMMISSION

IN THE MATTER OF:

VOICE TECH, INC.

COMPLAINANT

vs.

MCI WORLDCOM
COMMUNICATIONS, INC.

DEFENDANT

COMPLAINT

2003-00257

The Complaint of Voice Tech, Inc. respectfully shows:

- (a) Voice Tech, Inc. is the Complainant
P. O. Box 22048
Lexington, Kentucky 40522
- (b) MCI Worldcom Communications, Inc. is the Defendant
22001 Loudoun County Parkway
Ashburn, Virginia 20147

Kentucky Registered Agent: National Registered Agents, Inc.
400 West Market Street, Suite 1800
Louisville, Kentucky 40202

(c) That the Defendant, MCI Worldcom Communications, Inc. ("Worldcom") has (1) engaged in the unreasonable and unfair practice of billing customers for fees and charges not authorized by, or not disclosed to, the customer at the time the contract was negotiated by the parties in violation of KRS 278.030, and (2) failed to make good faith efforts to communicate with customers regarding questions on their bills. In support of its Complaint, the Complainant, Voice Tech, Inc. ("Voice Tech"), states as follows:

The Complainant, Voice Tech, is a Kentucky corporation in the business of providing facsimile and internet service. The Defendant, Worldcom, is a transglobal telecommunications

business that provides international, interstate, intrastate and local telecommunication services access, long distance and toll-free. The Kentucky Public Service Commission has jurisdiction over this matter pursuant to KRS 278.060.

On or about May 15, 2002, Voice Tech entered into an agreement with Worldcom for Worldcom to provide dedicated and switch long distance services to Voice Tech. ("Agreement"). The terms of the Agreement, as affirmatively represented to Voice Tech by Worldcom's representative, Layne Foote, were the following:

- (1) Term of 24 months;
- (2) a T-1 Loop charge of \$225 per month;
- (3) Dedicated Long Distance charge of \$0.33 per minute;
- (4) Switched Long Distance charge of \$0.05 per minute;
- (5) No charge for 800 numbers;
- (6) No charge for Long Distance on Switched lines.

At the time the Agreement was entered into, Layne Foote affirmatively represented to Voice Tech that the charges the parties orally agreed to would be the only charges to Voice Tech for Worldcom's service. Had there been any other charges other than those represented by Layne Foote, Voice Tech would not have entered into the Agreement with Worldcom. Layne Foote then prepared a written, 12-page contract ("Contract") supposedly memorializing the agreed upon terms which the parties executed. A copy of the Contract is attached hereto as Exhibit "A".

From the very first invoice in July, 2002, however, Worldcom proceeded to mishandle and abuse Voice Tech's account with it. Worldcom's malfeasance included: (a) overcharging Voice Tech for some of its services; (b) including a number of charges that were not disclosed to or authorized by Voice Tech when the contract was entered into between the parties; and (c) from

October, 2002 onward, charging Voice Tech for services no longer provided. For example, the bills included unexplained "Service" charges, and certain undisclosed "recurring charges for long distance service" which included "CAC" charges for Voice Tech's business lines, and charges for Voice Tech's 800-numbers.

From July, 2002 onward, Voice Tech attempted to get Worldcom to straighten out and explain the charges on its invoices to Voice Tech. Voice Tech's attempts to resolve the problem included phone calls and facsimiles to Worldcom representatives, Layne Foote and Kenya Thomas, and letters to Worldcom's regional manager for Kentucky, Steve Douglas, in August and September of 2002. Upon Voice Tech's initial complaint about these overcharges and unexplained charges to Layne Foote, it was informed by Mr. Foote that there had been a mistake in the billing and that Voice Tech should just pay the portion of the bill Voice Tech determined to be correct, and there would be a credit to correct the mistake.

The overcharges were cleared up by the September 2002 billing. However, the CAC, 800-number and "Service" charges continued to appear on Worldcom's bills to Voice Tech without any explanation or further response from Worldcom despite Voice Tech's continued attempts to resolve the matter. Instead, the only correspondence Voice Tech received from Worldcom from September 2002 onward were collection letters (sometimes bi-monthly) for the unpaid amounts on Voice Tech's bills. This was despite the fact that Layne Foote had instructed Voice Tech to not pay those amounts.

Frustrated by Worldcom's lack of response to his inquiries about the CAC and 800-number charges on its bills, Voice Tech transferred all of its long distance business (both switched long-distance and 800-number service) to another provider, Lightyear, on or about September 6, 2002. In doing so, Voice Tech attempted to cease using any of the services it had contracted with

Worldcom to provide, and, in a practical sense, terminate the Contract with Worldcom. Voice Tech believed this should stop Worldcom from charging it for the CAC and 800-number charges. However, despite this attempted transfer, Worldcom refused to relinquish control of Voice Tech's 800-numbers, and continued to bill Voice Tech for CAC and 800-number charges!

Until the January 1, 2003 invoice, Worldcom continued to refuse to relinquish the 800-numbers, and continued to bill Voice Tech for the CAC and 800-number charges. Repeated phone calls to Worldcom representative, Pamela Brakhage, were to no avail.

Finally, in January, 2003, Worldcom relinquished Voice Tech's 800-numbers to Lightyear. However, up until the June 1, 2003 bill, Worldcom continued to charge Voice Tech for the 800-numbers. Also, to this date, Worldcom has continued to bill Voice Tech for the never explained "Service" charge.

On or about March 4, 2003, Voice Tech complained of its experience with Worldcom in a written letter to Mr. Bob Gray, Director of Rate Intervention of the Office of the Kentucky Attorney General. This complaint was forwarded on to Ms. Virginia Smith, Director of Consumer Services at the Kentucky Public Service Commission ("PSC").

On April 3, 2003, Voice Tech received a response from Worldcom Escalation Management Specialist, Linda Morrison, to its Complaint with the Kentucky Attorney General.

In her response, Ms. Morrison claimed that the CAC charges were "Carrier Access Charges" created by the Federal Communications Commission "to help offset the cost of establishing their local service customers on the Long Distance service of their choice." Ms. Morrison claimed that the Local Exchange Carriers charge Worldcom these CAC charges, who then in turn pass them on to the customer. Ms. Morrison claimed that these charges were disclosed to Voice Tech under

Section 9 of the Terms and Conditions of the Contract. Section 9 of the Terms and Conditions of the Contract addresses "Governmental Charges." It states in part:

Worldcom may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory program.

Ms. Morrison declined crediting Voice Tech any sums for the CAC charges billed.

With regard to the charges for the 800-numbers, Ms. Morrison claimed that "[i]t is Worldcom's policy to assess a fee to each toll free number on your account as referenced in our Service Publication and Price Guide located on our website." Ms. Morrison claimed that the Contract referenced the Guide in Section 2 of the Terms and Conditions of the Contract. Section 2 of the Terms and Conditions of the Contract provides in part the following:

TARIFF AND GUIDE. Worldcom's provision of Services to Customer will be governed by Worldcom's international, interstate and state tariffs ("Tariff(s)") and Worldcom's Service Publication and Price Guide ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each such Tariff and Guide. The Guide is available to Customer on Worldcom's internet website (www.wcom.com) and at Worldcom's offices ...

In her letter to Voice Tech, Ms. Morrison declined to credit Voice Tech for any of the toll-free monthly recurring charges billed.

Voice Tech's representative, legal counsel herein, has attempted to find authority for the 800-number charges billed to Voice Tech in Worldcom's Guide as published on Worldcom's website. However, the Guide is a confusing miasma of information, and after spending some thirty-minutes searching the Guide, counsel is no closer to finding Ms. Morrison's referenced authority as she was when she began her search.

On or about June 2, 2003, Matt Rhody of the Kentucky Public Service Commission advised Voice Tech to file a formal Complaint against Worldcom with the PSC.

WHEREFORE, Complainant Voice Tech, Inc. asks that (a) Voice Tech be refunded and/or credited all sums paid to or charged by Worldcom for charges not disclosed to Voice Tech and/or authorized by Voice Tech when it entered into the Contract with Worldcom from May 15, 2002 to the present; and (b) any and all relief to which Voice Tech may be found entitled, including costs and attorneys' fees spent in enforcing its rights.

Dated at Lexington, Kentucky, this 30th day of June, 2003.

Respectfully submitted,

MILLER, GRIFFIN & MARKS, P.S.C.
271 West Short Street, Suite 600
Lexington, Kentucky 40507-1292
Telephone: (859) 255-6676
Facsimile: (859) 259-1562

By: 

THOMAS W. MILLER
SUSAN Y. W. CHUN

ATTORNEYS FOR COMPLAINANT,
VOICE TECH, INC.

FAHOME\WPDOCS\Sc\Pldgs\voicetech v. worldcom complaint.wpd

MCI WorldCom On-Net Service Agreement

This Agreement will be accepted by
MCI WorldCom upon installation of Customer's
service under this Agreement.

Voice Tech, Inc
828 Porter Pl

Any changes to this Agreement render it void.

Lexington, KY 40508

MCI WorldCom — Office Use Only
Corp ID: Segment: MA
Contract: 386778-01 Billing Code: 011
Sales Rep: Layne Foote (502) 429-4047

Voice Tech, Inc

Tom Merritt, Owner

Acceptance Date

This Agreement, together with any Attachments and Schedules ("Agreement"), is made by and between MCI WorldCom Communications, Inc. ("WorldCom"), on behalf of itself and its affiliates and successors and Voice Tech, Inc ("Customer"). This Agreement is binding upon execution by Customer and service and account activation by WorldCom. The rates, charges, discounts, and credits set forth herein shall be effective the first day of the first full billing cycle following acceptance of the Agreement by WorldCom, which occurs upon WorldCom's verification that an unaltered Customer-signed document is received by a WorldCom installations center ("Effective Date"). Acceptance of this Agreement by WorldCom is subject to Customer meeting WorldCom's standard credit requirements, which may be based on commercially available credit reviews, to which Customer hereby consents.

ACCEPTANCE DEADLINE: This document shall be of no force and effect, and the offer contained in it shall be withdrawn, unless this Agreement is executed by the Customer and delivered to WorldCom on or before June 13, 2002.

TERMS AND CONDITIONS

- SERVICES.** WorldCom will provide to Customer the following international, interstate, intrastate and local telecommunications services ("Services"): Access, Long Distance, Toll Free.
- TARIFF AND GUIDE.** WorldCom's provision of Services to Customer will be governed by WorldCom's international, interstate and state tariffs ("Tariff(s)") and WorldCom's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each such Tariff and Guide. The Guide is available to Customer on WorldCom's Internet website (www.wcom.com) and at WorldCom's offices during regular business hours at 500 Clinton Center Drive, Clinton, Mississippi 39056. THE COMPANY MAY MODIFY THE GUIDE FROM TIME TO TIME, AND ANY MODIFICATION WILL BE BINDING UPON CUSTOMER. Except for new services, service features, service options, or service promotions, which will become effective immediately upon their posting in the Guide on the Company's website, any modification made to the Guide will become effective beginning on the first day of the next calendar month following its posting on the Company's website or, thereafter, on the first day of the next service billing cycle whenever adjustments are made to rates or charges, provided that no modification shall become effective and binding on Customers until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between WorldCom and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, and (iii) the Guide.
- CHANGES TO THE GUIDE.** If WorldCom makes any changes to the Guide which affect Customer in a material and adverse manner, other than changes to the Governmental Charges referenced below, Customer, as its sole remedy, may discontinue the affected Service without liability by providing WorldCom with written notice of discontinuance within sixty (60) days of such change. Customer shall pay all charges incurred up to the time of Service discontinuance. WorldCom may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. If a Service is discontinued hereunder, the Customer's AVC, referenced below, will be reduced, as appropriate, to accommodate the

discontinuance. A "material and adverse change" shall not include, nor be interpreted to include, the introduction of a new service or any new service feature associated with an existing service, including all terms, conditions and prices relating thereto.

- TERM.** The "Initial Term" shall begin on the Effective Date and end upon the completion of twenty-four (24) months. The Agreement will be automatically extended ("Extended Term") on a month-to-month basis upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term. Either party may terminate this Agreement during the Extended Term upon sixty (60) days prior written notice. Term shall mean the Initial Term and the Extended Term.
- MINIMUM ANNUAL VOLUME COMMITMENT ("AVC").** Customer agrees to pay WorldCom no less than twenty-four thousand dollar (\$24,000) in Total Service Charges (as hereinafter defined) during each Contract Year. A "Contract Year" shall mean each consecutive twelve-month period of the Initial Term commencing on the Effective Date. During each monthly billing period of the Extended Term, Customer's Total Service Charges must equal or exceed one-twelfth (1/12) of the AVC. "Total Service Charges" shall mean all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, specifically excluding (i) taxes, tax-like charges and tax-related surcharges; (ii) charges for equipment and colocation (unless otherwise expressly stated herein); (iii) charges incurred for goods or services where WorldCom or WorldCom affiliate acts as agent for Customer in its acquisition of goods or services; (iv) non-recurring charges; (v) "Governmental Charges" as defined below; and (vi) other charges expressly excluded by this Agreement. Test
- UNDERUTILIZATION CHARGES.** If, in any Contract Year during the Initial Term, Customer's Total Service Charges do not meet or exceed the AVC, then Customer shall pay: (a) all accrued but unpaid usage and other charges incurred under this Agreement; and (b) an "Underutilization Charge" equal to the difference between the AVC and Customer's Total Service Charges during such Contract Year. If, in any monthly billing period during the Extended Term, Customer's Total Service Charges do not meet or exceed one-twelfth (1/12) of the AVC then Customer shall pay: (a) all accrued but unpaid usage and other charges incurred under this Agreement, and (b) an "Underutilization Charge" equal to the difference between one-twelfth (1/12) of the AVC and Customer's Total Service Charges during such monthly billing period.
- EARLY TERMINATION CHARGES.** If (a) Customer terminates this Agreement during the Initial Term for reasons other than Cause; or (b) WorldCom terminates this Agreement for Cause pursuant to the Sections entitled "Termination for Cause" or "Termination by WorldCom," then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the AVC for each Contract Year (and a pro rata portion thereof for any partial Contract Year) remaining in the unexpired portion of the Initial Term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer.
- RATES AND CHARGES.** Customer agrees to pay the rates and charges set forth in this Agreement. In lieu of all other rates, discounts and promotions, Customer will receive the rates and discounts set forth in the Attachments to this Agreement. Rates are subject to change

MCI WorldCom On-Net Service Agreement

pursuant to the Service Publication and Price Guide ("Guide"). In the event Customer receives services after the expiration of the Term or that are not the subject of rates, charges and discounts expressly set forth in this Agreement, Customer shall pay WorldCom's standard rates as set forth in the Guide (or Tariffs, if applicable) for those services.

9. **GOVERNMENTAL CHARGES.** WorldCom may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Universal Service funding, Primary Interexchange Carrier Charge cost recovery, and compensation payable to payphone service providers for use of their payphones to access WorldCom's service.
10. **TAXES.** All charges are exclusive of applicable taxes, tax-like charges and surcharges, as those terms defined in the Guide, which Customer agrees to pay. However, if applicable, WorldCom will exempt Customer in accordance with law, effective on the date WorldCom receives a valid exemption certificate for Customer.
11. **PAYMENT.** Customer agrees to pay WorldCom for all Services within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as WorldCom may designate. Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by law, as applied against the past due amounts. Customer must give WorldCom written notice of a dispute with respect to WorldCom charges or application of taxes within six (6) months of the date of an invoice, or such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by WorldCom in collecting, or attempting to collect, any charges owed hereunder.
12. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" shall mean the Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. For all other matters, "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
13. **TERMINATION BY WORLDCom.** In the event Customer fails to pay an invoice within thirty (30) days of invoice date, WorldCom may issue a notice of default, and may discontinue service and/or terminate this Agreement in the event Customer has not fully paid all undisputed invoices within fifteen (15) days of the default notice. In addition, WorldCom may discontinue service and/or terminate this Agreement immediately upon notice to Customer (a) if Customer fails, after WorldCom's request, to provide a bond or security deposit; or (b) if Customer provides false information to WorldCom regarding the Customer's identity, creditworthiness, or its planned use of the Services. WorldCom may discontinue service immediately, without notice, if interruption of service is necessary to prevent or protect against fraud or otherwise protect WorldCom's personnel, facilities or services.
14. **CONFIDENTIAL INFORMATION.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Agreement, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information; or (e) is required to be disclosed by law, regulation, or court or governmental order.
15. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WORLDCom MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY WORLDCom SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. WORLDCom SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
16. **DISCLAIMER OF CERTAIN DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
17. **LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF WORLDCom TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO WORLDCom UNDER THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT WORLDCom'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY WORLDCom'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY WORLDCom'S NEGLIGENCE.
18. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that WorldCom may assign this Agreement to an affiliate or successor without the Customer's written consent.
19. **SERVICE MARKS, TRADEMARKS AND PUBLICITY.** Neither WorldCom nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.
20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York without regard to its choice of law principles.
21. **NOTICE.** All notices (including Customer's notice of disconnect), requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received. The cancellation of Service will be effective sixty (60) days after WorldCom receives written notice of cancellation.

To WorldCom Operation Center	With a copy to:
WorldCom 6829 N. Lakewood Ave Mail Drop 5.3 409-A Tulsa, OK 74117	MCI WorldCom Communications, Inc. 1133 18th Street, NW Washington, DC 20036 Attn: Chief Counsel / Business Transactions Dept of Law and Public Policy

MCI WorldCom On-Net Service Agreement

To Customer: At the address provided on Page 1.

22. **ENTIRE AGREEMENT.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.
23. **Customer Premises Equipment ("CPE").** Customer shall be responsible for obtaining, installing, connecting and maintaining the requisite CPE at Customer's sites and for obtaining any necessary licenses. Unless otherwise agreed, MCI WorldCom shall not be responsible for the performance or maintenance of any CPE. For Customer's US sites, Customer may obtain required CPE and related maintenance from MCI WorldCom under separate agreement or addendum. Customer shall remain liable for charges for the

MCI WorldCom Service regardless of whether Customer is accessing and using the MCI WorldCom Service. Customer acknowledges and agrees that MCI WorldCom is not liable, either in contract or in tort, for any loss resulting from access to or alteration of, theft, destruction, corruption, or use of, facilities used in connection with the Service. Customer agrees to provide MCI WorldCom and its subcontractors and their respective employees and agents access to Customer's sites where any Service is provided (including access to associated equipment) as necessary for MCI WorldCom and its subcontractors to perform the Service. CPE charges shall not contribute toward Customer's AVC or to Customer's discounts under this Agreement.

ADDITIONAL ATTACHMENTS: This Agreement incorporates the following Attachment(s):

- Attachment A - Customer Profile
- Attachment B - On-Net Services
- Attachment C - Promotions
- Attachment D - Letter of Agency

MCI WorldCom On-Net Service Agreement Attachment A

Customer Profile for Voice Tech, Inc

MCI WorldCom Commercial Customer Profile

Sales Information			
Sales Rep / ARM Name Layne Foote	Sales Rep ID 3050333	<input checked="" type="checkbox"/> East <input type="checkbox"/> West	<input type="checkbox"/> National <input type="checkbox"/> Agents East & National / Telecom: 5929 N. Lakewood Ave., Tulsa, OK 74117 (918-590-6000) West & Agents: 20855 Stone Oak Parkway, San Antonio, TX 78258 (210-484-2454)
Applicant Information			
Complete Company Name (If incorporated, name shown on corporate charter) Voice Tech, Inc		Taxpayer ID (Required)	Date Business Started
Main Business Phone Number 8592812330	Type of Business (Required) Hosting Provider	State of Incorporation KY	Date of Incorporation
Street Address — Line 1 828 Porter Pl			
Street Address — Line 2		City Lexington	State KY
			Zip + 4 40508
Billing Address — Line 1			
Billing Address — Line 2		City	State
			Zip + 4
Parent or Subsidiary Information			
Check One <input type="checkbox"/> Parent <input type="checkbox"/> Subsidiary		Name of Business	State of Incorporation
			Percentage Owned
Principal, Partner, and Major-Shareholder Information <small>List the complete names of all principals, partners, and major shareholders.</small>			
Check One <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation <small>Stock Symbol:</small>		Name of Owner	Social Security Number
		Name of Partner 1	Social Security Number
		Name of Partner 2	Social Security Number
		Name of Officer 1	Title
		Name of Officer 2	Title
References			
Name of Bank		Phone	Fax
Lending Officer		Account Number	
Previous or Existing Local Service Provider		Previous or Existing Long-Distance Provider	
General Trade References <small>List businesses with which the Applicant has traded within the last 12 months.</small>			
Company	Name of Contact	Phone	Fax
1			
2			
3			
Usage and Credit			
Estimated Monthly Usage 2000		Requested Credit Limit	Application-Tracking ID 145901
Name of Person Providing Information Tom Merritt		Title of Person Providing Information Owner	

MCI WorldCom On-Net Service Agreement Attachment B

On-Net Services for Voice Tech, Inc

MCI WorldCom INTERNET SERVICES

Customer shall be eligible to receive a discount on the charges for the Internet services provided under this Attachment ("Internet Services") based on the Term of the Agreement. Internet Service Monthly Internet Fees, monthly telco line access circuit charges, and usage charges for Internet Services, after the application of discounts, shall be Usage Charges contributing to the AVC.

General Terms and Conditions

Pricing

Customer is subject to the list rates set forth in the attached Internet Pricing schedule and in effect on the date Customer enrolls for the Internet Service.

These rates do not include any telco line access circuit charges, equipment costs, or network applications fees (see "Domain Names" below). "Standard Monthly Internet Fees" includes the Monthly Internet Fees set forth in the Internet Pricing Schedule. To ensure proper installation, WorldCom will order all telco lines. A \$500 surcharge applies to Customer-ordered lines.

Resale of Internet Services

Resale of Internet Services in whole or in part to another person or entity without the express prior written consent of WorldCom is prohibited.

If Customer is reselling the services under this Agreement, Customer agrees to sell and bill its own services under Customer's own name, identity or mark, and Customer further agrees not to reference MCI WorldCom name or marks in any context involving Customer's furnishing of services to the public. In addition to other applicable remedies, MCI WorldCom shall be entitled to seek injunctive relief with respect to any violation of this paragraph. Any opportunity to cure a breach of this paragraph shall be subject to MCI WorldCom's reasonable satisfaction as to the curability of the original injury caused by such breach and the effectiveness of any attempted cure. MCI WorldCom's right to enforce this Paragraph as a material provision of this Agreement shall not in any manner require a showing of financial, legal or other loss or injury to MCI WorldCom of any kind.

Customer understands and accepts that, as part of MCI WorldCom's normal business policy and practices and its obligations under law, MCI WorldCom will engage in extensive marketing efforts in an attempt to sell its services to the public and that such efforts will result in active competition with Customer for the business of users who are Customer's End Users or prospects, provided MCI WorldCom will not use Confidential Information to actively compete with Customer. Accordingly, Customer further understands and accepts that such competition by MCI WorldCom is in all respects fair and proper and that Customer shall not complain, nor be heard to complain, of business lost to MCI WorldCom. Under no circumstance shall any inference be derived that MCI WorldCom's entry into this Agreement with Customer means that MCI WorldCom will restrict its efforts to compete against Customer in any way.

Customer understands and accepts that no fiduciary relationship arises by virtue of this Agreement and that, accordingly, MCI WorldCom incurs none of the obligations that arise in such relationship as an incident of its fulfilling its obligations under this Agreement. Further, Customer understands and accepts that MCI WorldCom neither insures the profits for Customer nor guarantees the success of Customer's business as a result of Customer's receipt of Services under this Agreement.

Export-Law Compliance

Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments, and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations implemented thereunder by the Department of Commerce, and any other applicable laws or regulations. Customer represents and warrants that it is not subject to a U.S. government order suspending, revoking, or denying export privileges.

Discounts

Internet Service Term discounts are applicable only to the Standard Monthly Internet Fee and are five percent (5%) for a one (1) year term commitment, ten percent (10%) for a two (2) year term commitment and fifteen percent (15%) for term commitments three years and over.

Internet Service Term

The Internet Service Term of the service provided hereunder will be the longer of twelve (12) months or the Service term commitment. Individual Internet Service added after the Effective Date of the On-Net Agreement will continue through the relevant term commitment. This Attachment and the terms of the On-Net Agreement relevant to such Internet Services shall survive the expiration of the On-Net Agreement.

The Internet Service Term shall begin as of the date on which a WorldCom hub and a functioning telephone circuit are prepared to route IP packets to Customer's site (Service Activation Date). At the conclusion of an Internet Service Term for an Internet Service, the Internet Service shall continue in effect on a month-to-month basis at the same prices in effect during the previous Internet Service Term, provided WorldCom has not given written notice of a change no later than 30 days before the end of the relevant Internet Service Term.

Subsequent orders for Internet Services or CPE will be subject to the terms and conditions of this Attachment.

Disclaimer of Warranty

WorldCom exercises no control over, and accepts no responsibility for, the content of the information passing through its host computers, network hubs, and points of presence (the "Network") or any Internet Service. WorldCom specifically denies any responsibility for the accuracy or quality of information obtained through the Network or any Internet Services. Use of any information obtained via the Network or an Internet Service is at Customer's own risk.

MCI WorldCom On-Net Service Agreement Attachment B (Continued)

Acceptable Use of Network

WorldCom reserves the right to eliminate Internet Service offerings and/or modify charges for Internet Service offerings (which charge modifications shall not exceed then-current generally available WorldCom charges for comparable services) upon not less than thirty (30) days prior notice to Customer, which notice will state the effective date for the charge modifications. All use of the Network and the Internet Service must comply with the then-current version of the WorldCom Acceptable Use Policy ("Policy") of the countries from which the Customer uses an Internet Service and in the event no Policy exists for a country, the U.S. Policy shall apply. The applicable Policy shall be available at the following URL: www.wcom.com/terms. WorldCom reserves the right to change the Policy from time to time, effective upon posting of the revised Policy at the applicable URL or other notice to Customer. WorldCom reserves the right to suspend or terminate the Internet Service or terminate this Attachment or the Agreement, effective upon notice, for a violation of the Policy. Customer agrees to indemnify and hold harmless WorldCom Indemnitees in accordance with the Agreement for any actual or alleged violation of the Policy.

IP Number Usage

Customer warrants that any domain name registered or administered on its behalf will not violate the trademark or other intellectual property rights of any third party and that Customer will comply with the rules and procedures of the applicable domain name registries, registrars, or other authorities. Customer irrevocably waives any claims against WorldCom that may arise from the acts or omissions of domain name registries, registrars or other authorities. Any Internet Protocol numbers ("IP Numbers") assigned to Customer by WorldCom in connection with an Internet Service shall be used only in connection with that Internet Service. In the event Customer discontinues use of an Internet Service for any reason, or this Attachment expires or is terminated for any reason, Customer's right to use the IP Numbers shall terminate and the IP Numbers shall immediately be returned to WorldCom. WorldCom reserves the right to suspend the applicable Internet Service or terminate this Attachment or the Agreement upon written notice for any violation of this Section.

Billing

Billing for Internet Service will commence as of the Service Activation Date, provided the Internet Service Start-up Charge is invoiced upon acceptance of and order for Internet Services by WorldCom. Charges for purchased CPE shall be invoiced upon shipment. Internet Service is invoiced monthly in advance. Early termination requests will not be implemented for 60 days from the date of receipt.

Early Termination

In the event of early termination of Internet Service by Customer, Customer will be required to pay seventy-five percent (75%) of WorldCom's Standard Monthly Internet Fee for each month remaining in the Internet Service term commitment. If, however, Customer is receiving other WorldCom services in conjunction with WorldCom Internet Service under a WorldCom On-Net Service Agreement, in the event of early termination of Internet Service term commitment by Customer, Customer will be subject to the early termination fee set forth in the Agreement.

Domain Names

Descriptions for the domain name, mail, news services and other network applications available in connection with Internet Service, and additional terms applicable to these services, are set forth in the Network Applications Schedule available at www.wcom.com/terms or other URL designated by WorldCom. WorldCom reserves the right to change the Network Applications Schedule from time to time, effective upon posting of the revised Network Applications Schedule at the applicable URL or other notice to Customer.

Service Level Agreement

Customer acknowledges that MCI WorldCom is under no duty, implied or otherwise, to activate the Service and will not be subject to liability, if any, under the terms of this Attachment until such Service is activated. The Service Level Agreement ("SLA") for this service, which is made part of this Attachment, is set forth at www.wcom.com/terms and applies only to customers agreeing to an Internet Service Term of at least one year. MCI WorldCom reserves the right to amend the SLA from time to time, effective upon either posting of the revised SLA to this URL or providing other notice to Customer. In the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate this Attachment without penalty by providing MCI WorldCom written notice of termination during the 30 days following notice of such amendment. The SLA sets forth Customer's sole remedies for any claim relating to this service or the Network, including any failure to meet any guarantee set forth in the SLA. MCI WorldCom's records and data shall be the basis for all SLA calculations and determinations. The maximum amount of credit in any calendar month under the SLA shall not exceed the Standard Monthly Internet Fee and/or Start-up Charge that, absent the credit, would have been charged for MCI WorldCom service under this Attachment during such month (collectively the "MCI WorldCom Fees"); provided, however, that the maximum amount of credit for failure to meet the Availability Guarantee shall not exceed the sum of (a) the MCI WorldCom Fees plus (b) the telephone company line charge that, absent the credit, would have been charged for said month under this Attachment. This SLA is only applicable to Shadow T1/T3 service if the service becomes standard T1/T3 Service.

Flex T1 Service

With Flexible T1 service, Customer receives full T1 access to the Network and can burst to the full 1.5 Mbps at any time. Monthly billing is based on the flexible service level selected by Customer.

For Flexible T1, if Customer's sustained use level (95th percentile traffic sampling rate) during any two consecutive months exceed Customer's then-current flexible service level, Customer's flexible service level may be upgraded by MCI WorldCom and the monthly billing adjusted accordingly.

Customer may downgrade to a lower flexible service level if Customer's sustained use level is at or below such flexible service level for at least two consecutive months and Customer thereafter notifies MCI WorldCom in writing of the requested downgrade.

Prequalification

Customer must prequalify for T1 Service in Hawaii, Diverse T3 Service, or any OC Service.

Shadow Services for T1

If Customer elects Shadow service under this Attachment, the following terms and conditions will apply. Shadow T1 service requires that the Shadow T1 connection not exceed a 16 Kbps sustained use level (95th percentile traffic sampling rate) while the primary T1 connection is available. If the 16 Kbps sustained use level is exceeded at any time while the primary T1 connection is available, MCI WorldCom will bill Customer an excess usage

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MCI WorldCom On-Net Service Agreement Attachment B (Continued)

charge of MCI WorldCom's Standard Monthly Internet Fee for Flexible T1 service for that sustained use level. Customer will be billed at these rates until the sustained use of the Shadow T1 connection in a month decreases below 16 Kbps. If the primary T1 connection is unavailable (as defined in the SLA set forth at www.wcom.com/terms, sustained use of the Shadow T1 connection in excess of 16 Kbps will not be subject to excess usage charges.

Internet Pricing Schedule

T1 Services					
Flexible T1 Service			Other T1 Services		
Sustained Use (Kbps)	Monthly Internet Fee	Start-Up Charge	Service	Monthly Internet Fee	Start-Up Charge
0-128	\$995	\$3,000	Double T	\$3,500	\$5,000
128-256	\$1,395	\$3,000	Diverse T	\$3,500	\$5,000
256-384	\$1,795	\$3,000	Shadow T1	\$360	\$3,000
384-512	\$1,895	\$3,000	768 (Kbps)	\$768	\$3,000
512 - 1544	\$2,095	\$3,000			
Price-Protected T1	\$1,795	\$3,000			
Rates applicable to the 48 contiguous U.S. States and Hawaii					
Gateway Bundled Service			Gateway Unbundled Service		
Port (Kbps)	Monthly Internet Fee	Start-Up Charge	Port (Kbps)	Monthly Internet	Start-Up Charge
64	\$100	\$500	64	\$395	\$500
128	\$200	\$500	128	\$625	\$2,000
256	\$400	\$500	256	\$785	\$2,000
384	\$600	\$500	384	\$815	\$2,000
512	\$800	\$500	512	\$875	\$2,000
768	\$1,200	\$500	768	\$1,050	\$2,000
1024	\$1,600	\$500	1024	\$1,100	\$2,000
			1544	\$1,295	\$2,000
Frame to IP Service			ATM to IP Service		
PVC (Kbps)	Monthly Internet Fee	Start-Up Charge	SCR (Mbps)	Monthly Internet Fee*	Start-Up Charge
32K	\$56	\$500	3	\$4,588.80	\$100
56K	\$112	\$500	6	\$9,177.60	\$100
128	\$224	\$500	9	\$13,766.40	\$100
192	\$336	\$500	12	\$18,355.20	\$100
256	\$448	\$500	15	\$22,944.00	\$100
384	\$672	\$500	*Prices based on duplex PVCs (required for ATM to IP)		
DSL to IP Service					
Speed	Monthly Internet Fee	Start-Up Charge	Installation & Service Fees (includes DSL equipment)		
128k x 128k	\$160	\$500	1-year term	\$300 up front / \$40 per month	
256k x 256k	\$190	\$500	2-year term or more	No charge	
384k x 384k	\$210	\$500			
512k x 512k	\$395	\$500			
768k x 768k	\$525	\$500			
1,024kb x 1,024kb	\$625	\$500			

Subsequent orders for circuits or equipment will be subject to the terms and conditions of Customer's Agreement for Service.

MCI WorldCom On-Net Service Agreement Attachment C

Promotions for Voice Tech, Inc

Grand Slam Program Rates and Discounts

In lieu of all other rates, discounts and promotions, Customer will receive the following rates and discounts for the following services during the Initial Term. No additional discounts of any kind may apply to the following services unless provided below or otherwise specified in writing by WorldCom.

WorldCom Installation Charge Waiver

WorldCom will waive the one-time installation charges and other one-time, non-recurring, standard (non-expedite) charges associated with the implementation of domestic U.S. Services under this Agreement, ordered during the Initial Term, for the following Services: (i) new Digital T1 Access, (ii) DS1 IXC Private Line, (iii) IXC components of DSO IXC Private Line, (iv) IXC Frame Relay, (v) Internet T1 (including 768k), (vi) Local Service, (vii) Metro Frame Relay, (viii) Private IP Service, and (ix) Internet T3. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, access or egress (or related) charges imposed by third parties, taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Interstate Long Distance and Toll Free Services

Customer will receive the following effective rate per minute which will apply to domestic interstate inbound, outbound and calling card usage, based on Initial Term and Origination type for Outbound services, and Termination type for Inbound services:

Voice Discounts / Effective Rates

Origination / Termination	Base Rate Per Minute	Discount	Effective Rate Per Minute
Dedicated	\$.033	N/A	\$0.033
Local	\$.033	N/A	\$0.033
Switched	\$.050	N/A	\$0.05

Intrastate Long Distance and Toll Free Services

Customer will receive the following per minute usage rates which will apply to domestic intrastate outbound, inbound and calling card usage, based on term of service and Origination type for Outbound Services and Termination type for Inbound services:

ST.	SWT Card	DED	LOC	ST.	SWT Card	DED	LOC	ST.	SWT Card	DED	LOC
AL	\$0.0600	\$0.0400	\$0.0367	ME	\$0.1206	\$0.0619	\$0.0599	OH	\$0.0812	\$0.0556	\$0.0527
AZ	\$0.1047	\$0.0642	\$0.0621	MD	\$0.0826	\$0.0629	\$0.0615	OK	\$0.0883	\$0.0534	\$0.0524
AR	\$0.0917	\$0.0626	\$0.0608	MA	\$0.0689	\$0.0457	\$0.0438	OR	\$0.1004	\$0.0624	\$0.0609
CA	\$0.0491	\$0.0412	\$0.0365	MI	\$0.0549	\$0.0351	\$0.0334	PA	\$0.0888	\$0.0532	\$0.0532
CO	\$0.0960	\$0.0620	\$0.0620	MN	\$0.0886	\$0.0610	\$0.0598	RI	\$0.0723	\$0.0506	\$0.0381
CT	\$0.0813	\$0.0585	\$0.0486	MS	\$0.0600	\$0.0400	\$0.0400	SC	\$0.0839	\$0.0604	N/A
DE	\$0.0748	\$0.0631	N/A	MO	\$0.1396	\$0.0717	\$0.0717	SD	\$0.1288	\$0.0757	N/A
FL	\$0.0950	\$0.0579	\$0.0559	MT	\$0.1021	\$0.0581	N/A	TN	\$0.0690	\$0.0563	\$0.0464
GA	\$0.0738	\$0.0420	\$0.0401	NE	\$0.0834	\$0.0562	N/A	TX	\$0.0608	\$0.0486	\$0.0446
HI	\$0.1302	\$0.0859	N/A	NV	\$0.0922	\$0.0687	\$0.0672	UT	\$0.0978	\$0.0658	\$0.0644
ID	\$0.1248	\$0.0807	N/A	NH	\$0.1256	\$0.0613	\$0.0598	VT	\$0.0900	\$0.0550	N/A
IL	\$0.0648	\$0.0490	\$0.0311	NJ	\$0.0659	\$0.0499	\$0.0454	VA	\$0.0799	\$0.0458	\$0.0444
IN	\$0.0849	\$0.0590	\$0.0502	NM	\$0.1512	\$0.0966	\$0.0631	WA	\$0.0900	\$0.0595	\$0.0564
IA	\$0.1188	\$0.0654	N/A	NY	\$0.0814	\$0.0599	\$0.0494	WV	\$0.1111	\$0.0694	N/A
KS	\$0.0875	\$0.0564	\$0.0554	NC	\$0.0972	\$0.0605	\$0.0606	WI	\$0.0780	\$0.0638	\$0.0553
KY	\$0.0834	\$0.0571	\$0.0523	ND	\$0.1270	\$0.0742	N/A	WY	\$0.0931	\$0.0517	N/A
LA	\$0.0600	\$0.0400	\$0.0367	ME	\$0.1206	\$0.0619	\$0.0599	OH	\$0.0812	\$0.0556	\$0.0527
AL	\$0.0600	\$0.0400	\$0.0367	MD	\$0.0826	\$0.0629	\$0.0615	OK	\$0.0883	\$0.0534	\$0.0524
AZ	\$0.1047	\$0.0642	\$0.0621	MA	\$0.0689	\$0.0457	\$0.0438	OR	\$0.1004	\$0.0624	\$0.0609
AR	\$0.0917	\$0.0626	\$0.0608	MI	\$0.0549	\$0.0351	\$0.0334	PA	\$0.0888	\$0.0532	\$0.0532
CA	\$0.0491	\$0.0412	\$0.0365	MN	\$0.0886	\$0.0610	\$0.0598	RI	\$0.0723	\$0.0506	\$0.0381
CO	\$0.0960	\$0.0620	\$0.0620	MS	\$0.0600	\$0.0400	\$0.0400	SC	\$0.0839	\$0.0604	N/A
CT	\$0.0813	\$0.0585	\$0.0486	MO	\$0.1396	\$0.0717	\$0.0717	SD	\$0.1288	\$0.0757	N/A
DE	\$0.0748	\$0.0631	N/A	MT	\$0.1021	\$0.0581	N/A	TN	\$0.0690	\$0.0563	\$0.0464
FL	\$0.0950	\$0.0579	\$0.0559	NE	\$0.0834	\$0.0562	N/A	TX	\$0.0608	\$0.0486	\$0.0446
GA	\$0.0738	\$0.0420	\$0.0401	NV	\$0.0922	\$0.0687	\$0.0672	UT	\$0.0978	\$0.0658	\$0.0644
HI	\$0.1302	\$0.0859	N/A	NH	\$0.1256	\$0.0613	\$0.0598	VT	\$0.0900	\$0.0550	N/A
ID	\$0.1248	\$0.0807	N/A	NJ	\$0.0659	\$0.0499	\$0.0454	VA	\$0.0799	\$0.0458	\$0.0444

MCI WorldCom On-Net Service Agreement Attachment C (Continued)

IL	\$0.0648	\$0.0490	\$0.0311	NM	\$0.1512	\$0.0966	\$0.0631	WA	\$0.0900	\$0.0595	\$0.0564
IN	\$0.0849	\$0.0590	\$0.0502	NY	\$0.0814	\$0.0599	\$0.0494	WV	\$0.1111	\$0.0694	N/A
IA	\$0.1188	\$0.0654	N/A	NC	\$0.0972	\$0.0605	\$0.0506	WI	\$0.0780	\$0.0638	\$0.0553
KS	\$0.0875	\$0.0564	\$0.0554	ND	\$0.1270	\$0.0742	N/A	WY	\$0.0931	\$0.0517	N/A
KY	\$0.0834	\$0.0571	\$0.0523								
LA	\$0.0600	\$0.0400	\$0.0367								

International Outbound Voice Service

Customer shall pay standard Guide rates per minute for International Outbound Voice Service, including Calling Card, for usage which originates in the U.S. Mainland, Hawaii and the U.S. Virgin Islands and terminates in the applicable international locations, based on origination type. No other discounts, rates or promotions, other than the International Outbound One Region Promotion, will apply to the International Outbound Voice Service. Calls that terminate to mobile telephones in international locations shall be charged at the rates set forth in the Guide.

WORLDCom FULL INSTALLATION WAIVER PROMOTION

By enrolling in this promotion between April 1, 2002 and June 30, 2002, customers adding new circuits will receive a full waiver for the port start-up charge for eligible circuits for the installation waiver promotions listed below. New circuits must be ordered by July 31, 2001.

DIGITAL T1 ACCESS FULL INSTALLATION WAIVER

Customers who enroll in this WorldCom T1 Digital Access Installation Waiver promotion will receive a waiver of WorldCom billed full installation start-up charge per Local T1 Access, T1 Channel Termination, Access Coordination and Central Office Connection services enrolled during the promotional period.

	Circuit ID	MEGA ID	COMS BILL ID (Required)	Physical Street Address of Circuit Installed (Required)	State	ZIP
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

INTRALATA PIC FEE CREDIT PROMOTION

Beginning April 1, 2002 and ending June 30, 2002, WorldCom will offer the following promotion to new and existing Customers of WorldCom On-Net Services who choose WorldCom as their Primary Interexchange Carrier (PIC) for their intraLATA traffic. Customers who enroll in this promotion will receive a one-time intraLATA PIC fee invoice credit equal to Five United States dollars (U.S.\$5.00). In addition, if a Local Exchange Carrier (LEC) assesses such fee directly to WorldCom, then WorldCom will pay the fee directly to the LEC on the Customer's behalf. To receive the benefits of this promotion, each new On-Net line must be ordered on or before July 31, 2002 and installed on or before August 31, 2002. This promotional credit will be applied one month in arrears against an eligible Customer's interstate charges.

	CORP ID # or IXPlus # (REQUIRED)	MAN# or ANI# (REQUIRED)	Circuit Type and Speed (REQUIRED)	Physical Street Address of Circuit(REQUIRED)	State
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

UNIVERSAL TIERED ACCESS PROMOTION

Beginning April 1, 2002, and ending June 30, 2002 (the "Promotion Period"), new and existing WorldCom customers ("Customer" or "Customers") are eligible to receive the access rates ("Promotional Rate(s)") shown below for (Type 3) interstate access circuits for WorldCom Interexchange Services (includes domestic Frame Relay, ATM, US Private Line, IP/VPN Internet and Long Distance services). The Promotional access rate is based on the service type and Customer location for WorldCom DS0 or DS1 Services.

MCI WorldCom On-Net Service Agreement Attachment C (Continued)

Promotional Base Rates for customer locations in all states except OH, IL, WI, IN, MI:

DS0 Access

Access Type	Tariffed Loop Rate Before Any Discounts	Promotional Base Rate
Type 3	\$0.01-300.00	\$150
Type 3	\$300.01 +	\$200

DS1 Access

Access Type	Tariffed Loop Rate Before Any Discounts	Promotional Base Rate
Type 3	\$0.01-600.00	\$250
Type 3	\$600.01-1,000	\$350
Type 3	\$1,000.01-1,500	\$500
Type 3	1,500.01+	\$750

Notes:

If Private Line service is ordered with a DS1 access loop, the private line must be a full T1 for the access to qualify for the DS1 Promotional Rates. No Fractional T1 Private Lines are eligible for this promotion.

If a DS1 service is ordered, at least two channels must be utilized for the same service to qualify for the DS1 Promotional Rates.

Promotional Base Rates for customer locations in OH, IL, WI, IN, MI:

DS0 Access

Access Type	Tariffed Loop Rate Before Any Discounts	Promotional Base Rate
Type 3	\$0.01-300.00	\$150
Type 3	\$300.01 +	\$200

DS1 Access

Access Type	Tariffed Loop Rate Before Any Discounts	Promotional Base Rate
Type 3	\$0.01-\$1,000.00	\$250
Type 3	\$1,000.01-1,500	\$500
Type 3	1,500.01+	\$750

Notes:

If Private Line service is ordered with a DS1 access loop, the private line must be a full T1 for the access to qualify for the DS1 Promotional Rates. No Fractional T1 Private Lines are eligible for this promotion.

If a DS1 service is ordered, at least two channels must be utilized for the same service to qualify for the DS1 Promotional Rates.

Customers renewing their existing agreement(s) are eligible to receive the Promotional Rate(s) for existing circuits for domestic Frame Relay, ATM, US Private Line, and IP/VPN Internet services, if contract renewal is effected within the 3-month early renewal guidelines. Customers renewing their existing agreement(s) are not eligible to receive the Promotional Rate(s) for Long Distance services. The Promotional Rate(s) will apply for the duration of Customer's subscribed term only for those circuits added during the Promotion Period. Standard Access Term discounts, if applicable, will apply to the Promotional Rate(s) for DS0 and DS1 Services. The Promotional Rate(s) are valid only for service within the 48 contiguous United States (i.e., not Alaska, Hawaii, and Puerto Rico) and domestic sites on an international Frame Relay or ATM network. Customers who utilize this promotion for DS1 Access for Long Distance service only must commit to \$2,000 or more in Long Distance revenue per month per DS1 Access circuit. Also, the Promotional Rate(s) are available in combination with the Global Data Link High Bandwidth promotion. Otherwise, no additional discounts will apply to the Promotional Rate(s). Also, special pricing arrangements will be in lieu of and/or override the Promotional Rate(s). In no event will the Promotional Rate(s) be applied to expedited orders.

To obtain the Promotional Rate(s) pursuant to this offering, Customers must enroll on or before June 30, 2002 and execute a contract therefore by July 31, 2002, and are required to maintain such circuits for a minimum of twelve (12) months. (Early cancellation of access service will result in Customer's liability for 100% of the monthly recurring charges for the remainder of the term commitment, plus any other charges outstanding.)

	COMS Bill ID or BAN ID# (REQUIRED)	MEGA ID or F&E (REQUIRED)	CORP ID or BAN #	Street Address (REQUIRED)	State (REQUIRED)	ZIP (REQUIRED)
1						

MCI WorldCom On-Net Service Agreement Attachment C (Continued)

	COMS Bill ID or BAN ID# (REQUIRED)	MEGA ID or F&E (REQUIRED)	CORP ID or BAN #	Street Address (REQUIRED)	State (REQUIRED)	ZIP (REQUIRED)
2						
3						
4						
5						
6						
7						
8						
9						
10						

MCI WorldCom On-Net Service Agreement Attachment D

Letter of Agency for Voice Tech, Inc

Customer's signature on this Agreement confirms Customer's decision to change from Customer's current carrier(s) to MCI WorldCom for the individual service or services designated by marking the boxes below. Customer understands that only one carrier may be designated as Customer's interstate or interLATA primary interexchange carrier for any telephone number. To the extent that Customer's state allows Customer to choose an additional primary carrier(s) for intraLATA toll or local service, Customer understands that Customer may designate different carriers for each. Customer chooses MCI WorldCom for the services marked below. Customer understands that Customer's local exchange carrier may impose a per line charge for implementing the changes above. (MCI WorldCom will reimburse up to \$5.00 per line in such charges upon customer's request.)

Service Type

<input type="checkbox"/> Local Exchange	<input type="checkbox"/> Local Toll (IntraLATA)	<input type="checkbox"/> Long Distance (InterLATA Toll)	<input type="checkbox"/> Toll Free
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Customer selects MCI WorldCom to provide the telecommunications service types indicated for each of the telephone numbers provided to MCI WorldCom in the service order process.

Customer appoints MCI WorldCom to: (i) act as Customer's agent in order to effectuate the collection of account information and to carry out the change(s) authorized herein on Customer's behalf, (ii) order 1+ access with the local telephone company for lines located at Customer's designated address(es) as set forth on this Agreement or its attachments, (iii) act as Customer's communications representative for all negotiations with the local telephone company, interconnecting company and any other equipment supplier, (iv) handle all negotiations for service requests, including access service requests (ASRs), equipment records (2733 records) billing inquiries and the issuance of orders related to Customer's telephone systems at address(es) designated by Customer. This authorization is in addition to any other agency agreements currently in effect and does not preclude Customer to act on its behalf when deemed necessary. This agency designation supersedes any previous LOA agreements which conflict with the terms of this Letter of Agency Section, as defined below. This authorization is effective from the date of this Agreement until terminated or revoked by Customer in writing to MCI WorldCom. Customer understands and accepts the terms and conditions of this section of the Agreement ("Letter of Agency Section"). CUSTOMER WARRANTS THAT CUSTOMER IS DULY AUTHORIZED TO MAKE THE CHANGE(S) INDICATED IN THIS LETTER OF AGENCY SECTION of the contract.

-Percentage of Interstate Usage Declaration Application for End-User Surcharge Exemption

For dedicated long distance service, Customer warrants that the Percent of Interstate Usage (PIU) for Special Access Service ordered under this Agreement is greater than 10% or, if this does not apply, Customer's Initial here ___ shall designate that Intrastate services are to be ordered. This exemption is for up to 24 circuits on each individual DS-1(s) ordered. If DS-1 or DS-3 (T-1 or T-3) access service is ordered, this exemption is for the total number of DS-0s indicated above and is exempt for the following reason(s):

A termination that the Customer certifies to the telephone company is not connected to a PBX (private branch exchange or equivalent type equipment) or other device capable of interconnecting the special access facilities to a local exchange subscriber line, of the PBX or other device has been rendered incapable of interconnection by it software or hardware changes.